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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

KATRINA MCDOWELL,
individually and on behalf of all others
similarly situated,

Plaintiff,

v.

PROCTORU, INC. D/B/A MEASURE
LEARNING,

Defendant.

Case No. 5:25-cv-00705

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

1 Plaintiff Katrina McDowell (“Plaintiff”), individually and on behalf of all
2 others similarly situated, brings this Class Action Complaint against defendant
3 ProctorU, Inc. d/b/a Meazure Learning (“Meazure Learning” or “Defendant”), and
4 respectfully alleges as follows. Plaintiff bases the allegations herein on personal
5 knowledge as to matters related to, and known to, her. As to all other matters,
6 Plaintiff bases her allegations on information and belief, through investigation of her
7 counsel.

8 NATURE OF THE ACTION

9 1. Plaintiff brings this class action lawsuit against Defendant, based on
10 Defendant’s misleading representations about its ability to competently administer
11 the February 2025 California Bar Exam. Defendant represented that it would provide
12 competent exam administration services, which included a “fully operational” exam
13 platform that is capable of providing “uninterrupted service levels.”¹ Contrary to this
14 representation, Defendant’s administration of the February 2025 California Bar
15 Exam was a disaster, as the two-day exam was plagued with significant technical
16 issues.

17 2. The California Bar Exam is the culmination of years of legal education,
18 months of intensive studying, and significant financial and personal sacrifice. It is
19 often the last and most crucial step to becoming a California-licensed attorney. The
20 exam is only administered twice per year and takes months to grade, meaning that if
21 an examinee does not successfully pass the February exam, they cannot practice law
22 in California for at least nine more months. Accordingly, for many, the California
23 Bar Exam is the most important exam they will ever take.

24 _____
25 ¹ Attached hereto as **Exhibit 1** is a true and correct copy of Exhibit 26, Term Sheet:
26 Meazure Learning Administration of California Bar Examination, included in the
27 Renewed Request that The Supreme Court Approve Proposed Modifications to the
28 California Bar Exam, Case No. S287231 (Cal. Unrep. Oct. 4, 2024).

1 3. For the February 2025 California Bar Exam, Defendant contracted to
 2 provide administration and proctoring services. The State Bar of California (“State
 3 Bar”) considered several examination administration vendors before recommending
 4 Defendant.² The decision to engage Meazure Learning was “grounded in their
 5 capacity and ability to deliver a high volume of complex examinations efficiently
 6 and securely.”³ The exam was to be administered both remotely and in-person. All
 7 examinees, besides those that registered to handwrite the exam, were required to pay
 8 a fee in order to use Defendant’s platform.

9 4. Meazure Learning offers online exam administration services through
 10 the ProctorU Platform, which is “backed by the largest certified remote proctoring
 11 and support workforce globally.”⁴ Its server has the capacity to deliver multiple
 12 exams (not just the California Bar Exam) throughout the world on any given day,
 13 and it was capable of accommodating *at least* 9,000 California bar examinees.⁵ In a
 14 Term Sheet dated October 4, 2024, Meazure Learning represented to the State Bar
 15 that it would reserve enough capacity to administer the February 2025 California
 16 Bar Exam to all examinees.⁶

17 5. In the months leading up to the exam, Meazure Learning was aware of
 18 the number of applicants that had registered for the February 2025 California Bar
 19 Exam and assured the State Bar that it would be able to “deliver the bar examination
 20 to all applicants over the course of the two-day examination.”⁷

21 _____
 22 ² [https://www.calbar.ca.gov/portals/0/documents/admissions/examinations/
 23 Renewed-Request-to-Approve-Proposed-Modifications-to-the-CA-Bar-
 Examination.pdf](https://www.calbar.ca.gov/portals/0/documents/admissions/examinations/Renewed-Request-to-Approve-Proposed-Modifications-to-the-CA-Bar-Examination.pdf) at 24 (last visited March 17, 2025).

24 ³ *Id.*

25 ⁴ [https://pages.meazurelearning.com/accuplacer-portal#:~:text=Meazure%20
 26 Learning%20offers%20online%20proctoring,proctoring%20and%20support%20
 27 workforce%20globally](https://pages.meazurelearning.com/accuplacer-portal#:~:text=Meazure%20Learning%20offers%20online%20proctoring,proctoring%20and%20support%20workforce%20globally) (last visited March 17, 2025).

28 ⁵ See **Exhibit 1**.

⁶ *Id.*

⁷ See n.2, *supra*, at 25-26.

1 and paid the laptop fee in this District.

2 11. This Court has personal jurisdiction over Defendant because Defendant
3 has sufficient minimum contacts in the State of California, and/or otherwise
4 intentionally avails itself of the markets within the State of California, through the
5 sale of its exam administration services in this State and to California consumers to
6 render the exercise of jurisdiction by this Court permissible under traditional notions
7 of fair play and substantial justice.

8 **PARTIES**

9 **Plaintiff**

10 12. Plaintiff Katrina McDowell is a citizen of California and resides in
11 Indio, California.

12 13. Plaintiff successfully registered for the February 2025 California Bar
13 Exam prior to the deadline.

14 14. Plaintiff paid the laptop fee required to use Defendant's exam platform.
15 She ultimately was assigned to take the exam in-person in Ontario, CA at a Measure
16 Learning test center. At the time she paid the laptop fee, Plaintiff reasonably believed
17 that Defendant would provide competent administration services, including a fully
18 operational platform that was capable of providing uninterrupted service levels.

19 15. On February 25 and 26, 2025, Plaintiff attempted to take the February
20 2025 California Bar Exam. On both days, she experienced significant technical
21 issues, including but not limited to significant lag time and an inability to utilize the
22 copy/paste function. Moreover, when she attempted to access the exam on the
23 second day, Plaintiff received a message stating "This website is under heavy load
24 (queue full) – We're sorry, too many people are accessing this website at the same
25 time. We're working on this problem. Please try again later." She was unable to
26 continue working on the exam for an extended period of time.

27 16. As a result of Defendant's failure to competently administer the exam,
28 Plaintiff wasted time navigating and troubleshooting these technical issues.

1 17. Plaintiff relied on Defendant’s platform to be fully operational. Had she
2 known that the platform would not be fully operational, she would not have
3 registered for the February 2025 California Bar Exam or would not have paid the
4 laptop fee.

5 **Defendant**

6 18. Defendant ProctorU, Inc. d/b/a Meazure Learning is a Delaware
7 corporation with its headquarters and principal place of business at 7901 Jones
8 Branch Drive, Suite 330, McLean, VA 22012. Defendant’s majority owner is
9 Gryphon Investors (“Gryphon”), a leading middle-market private equity firm based
10 in San Francisco, CA. During the February 2025 California Bar Exam, Defendant
11 operated a number of “Meazure Learning test center[s]” throughout California and
12 this District.

13 19. During the statute of limitations period, Defendant represented to the
14 State Bar and consumers that it would provide competent exam administration
15 services.

16 **FACTUAL ALLEGATIONS**

17 20. The California Bar Examination is intended to test the abilities of those
18 seeking admission to the State Bar of California. It is administered only twice a year
19 and takes months to grade, meaning that if an examinee does not successfully pass
20 the exam, they cannot practice law in California for several months. Accordingly,
21 examinees dedicate months of intensive studying and significant financial resources
22 to prepare for this important exam.

23 21. Many examinees spend thousands of dollars to prepare for the
24 California Bar Exam. Popular bar preparation courses such as Themis, BARBRI,
25 and Kaplan can cost over \$4,000. This does not include the prices for other bar
26 preparation supplements such as practice question banks, which can cost an
27 additional \$1,000 or more.

22. The cost to register for the February 2025 California Bar Exam was \$850.⁹ Additionally, all examinees who did not handwrite the exam paid a laptop fee of \$153, which permitted them to use Defendant’s exam platform.

Meazure Learning

23. Meazure Learning is an exam administration and proctoring service provider. Among Meazure Learning’s offerings is a platform that enables examinees to take exams remotely while a virtual proctor monitors them during the exam. In addition to providing remote services, Defendant operates physical test centers equipped with laptops and computers for in-person examinees.¹⁰

24. Meazure Learning markets its proctoring services as being able “to provide enhanced security, streamline the remote testing experience, and make proctoring sessions more equitable for all test-takers.”¹¹

25. In or around October 2024, Meazure Learning negotiated with the State Bar for the “development of the platform and administration of the California Bar Examination in 2025.”¹² During these negotiations, Defendant represented that it “has the capacity to deliver all of the examinations (approximately 13,500 annually – 4,500 in February and 9,000 in July) via its remote online platform . . .”¹³ Defendant further represented that it would “provide skilled information technology (IT) technicians capable of addressing unexpected technical issues that could adversely affect administration of each Examination.”¹⁴

⁹ <https://www.ncbex.org/print/pdf/jurisdiction/CA#:~:text=Bar%20exam%20fee%20for%20first,Late%20filing%20deadline%20June%201> (last visited March 17, 2025).

¹⁰ <https://www.calbar.ca.gov/Portals/0/documents/admissions/Examinations/February-2025-Bar-Exam-FAQs.pdf> at 10 (last visited March 17, 2025).

¹¹ <https://www.meazurelearning.com/exam-technology/proctoru-online-proctoring/guardian-browser> (last visited March 17, 2025).

¹² **Exhibit 1.**

¹³ *Id.*

¹⁴ *Id.*

1 26. Under its Term Sheet with the State Bar, Meazure Learning was to
 2 administer the examination remotely via secure live remote proctoring and in-person
 3 at test centers.¹⁵

4 27. Meazure Learning's servers have the capacity to deliver multiple exams
 5 (not just the California Bar Exam) throughout the world on any given day, and it was
 6 capable of accommodating at least 9,000 California bar examinees.¹⁶ Approximately
 7 4100 examinees attempted to take the exam using Defendant's platform.

8 28. Meazure Learning provided assurance under its Term Sheet that its
 9 platform is "fully operational" and "provides uninterrupted service levels."¹⁷
 10 Meazure Learning also ensured that all proctors would be "fully trained" and there
 11 would be one live remote proctor for every four examinees.¹⁸

12 29. In the months leading up to the exam, Meazure Learning was aware of
 13 the number of applicants that had registered for the February 2025 California Bar
 14 Exam and assured the State Bar that it would be able to "deliver the bar examination
 15 to all applicants over the course of the two-day examination."¹⁹

16 30. On or around January 13, 2025, Meazure Learning sent an email to
 17 applicants, instructing them to register for a mandatory mock exam. Because
 18 Meazure Learning had access to all applicants' email addresses, they knew the total
 19 number of registered applicants at that time.

20 31. By accepting the \$153 laptop fee and providing Class Members with
 21 permission to use its exam platform in exchange for this fee, Defendant represented
 22 to examinees that they would have the opportunity to take a competently
 23 administered exam (the "*Exam Administration Representation*").

24 ¹⁵ **Exhibit 1.**

25 ¹⁶ *Id.*

26 ¹⁷ *Id.*

27 ¹⁸ *Id.*

28 ¹⁹ *See* n.2, *supra*, at 25-26.

32. Despite Meazure Learning's representations, Defendant did not dedicate enough server capacity for the February 2025 California Bar Exam. Therefore, during both days of the exam, Defendant's server could not handle the demand of examinees using its platform. This caused many technical issues including, but not limited to, delays, excessive lagging, and inability to access and respond to portions of the exam.

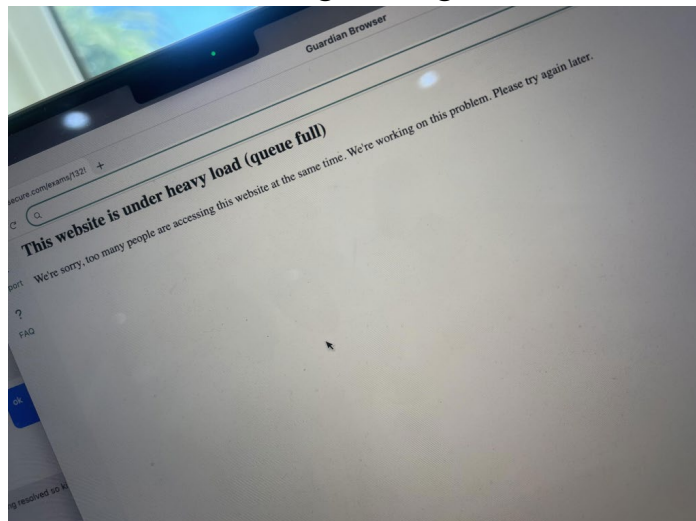
California Bar Examination Issues

33. On February 25 and 26, 2025, Defendant administered and proctored the California Bar Exam.

34. In-person examinees had to use computers provided to them by Meazure Learning. Remote examinees were able to use their own laptops/computers to take the exam. Both in-person and remote examinees had to use Meazure Learning's software platform to take the exam.

35. During the two-day examination, examinees experienced significant technical and logistical issues that diverted focus away from the actual substance of this difficult exam. Such issues included, but are not limited to, issues with the copy/paste and highlighting functions, excessive lagging, the inability to access and respond to portions of the exam, and delayed exam start times.

36. Examinees were also unable to load their screens mid-way through the exam and were faced with the following message:



1 37. Moreover, the proctors were not capable of addressing these technical
2 issues.

3 38. As a result of Defendant's failure to competently administer the
4 February 2025 California Bar Exam, examinees were forced to waste time
5 navigating and troubleshooting technical issues.

6 **CLASS ACTION ALLEGATIONS**

7 39. Plaintiff brings this class action pursuant to Rule 23 of the Federal
8 Rules of Civil Procedure, individually and on behalf of all members of the following
9 Classes (collectively the Classes are referred to herein as the "Classes"):

10 **California Subclass**

11 All persons who attempted to take the February 2025 California Bar Exam
12 and paid the laptop fee in the State of California.

13 **Nationwide Class**

14 All persons who attempted to take the February 2025 California Bar Exam
15 and paid the laptop fee in the United States.

16 40. Excluded from the Classes are the following individuals and/or entities:
17 Defendant and its parents, subsidiaries, affiliates, officers and directors, current or
18 former employees, and any entity in which Defendant has a controlling interest; all
19 individuals who make a timely election to be excluded from this proceeding using
20 the correct protocol for opting out; and all judges assigned to hear any aspect of this
21 litigation, as well as their immediate family members.

22 41. Plaintiff reserves the right to modify or amend the definition of the
23 proposed Classes after having had an opportunity to conduct discovery.

24 42. Plaintiff is a member of all Classes.

25 43. Numerosity: The proposed Classes are so numerous that joinder of all
26 members would be impractical. Defendant administered the February 2025
27 California Bar Exam to thousands of examinees. Accordingly, members of the
28 Classes are so numerous that their individual joinder herein is impractical. While

1 the precise number of members of each of the Classes and their identities are
2 unknown to Plaintiff at this time, the members of the Classes are identifiable and
3 ascertainable.

4 44. Common Questions Predominate: There are questions of law and fact
5 common to the proposed Classes that will drive the resolution of this action and will
6 predominate over questions affecting only individual members of the Classes. These
7 questions include, but are not limited to, the following:

- 8 a. Whether Defendant misrepresented material facts and/or failed
9 to disclose material facts in connection with the administration
10 of the February 2025 California Bar Exam;
- 11 b. Whether Defendant engaged in unfair, unlawful and/or
12 fraudulent business practices;
- 13 c. Whether Defendant's unlawful conduct, as alleged herein, was
14 intentional and knowing;
- 15 d. Whether Plaintiff and the Classes are entitled to damages and/or
16 restitution, and in what amount;
- 17 e. Whether Defendant is likely to continue using false, misleading
18 or unlawful conduct such that an injunction is necessary; and
- 19 f. Whether Plaintiff and the Classes are entitled to an award of
20 reasonable attorneys' fees, interest, and costs of suit.

21 45. Defendant has engaged in a common course of conduct giving rise to
22 violations of the legal rights sought to be enforced uniformly by Plaintiff and
23 members of the Classes. Similar or identical statutory and common law violations,
24 business practices, and injuries are involved. The injuries sustained by members of
25 the proposed Classes flow, in each instance, from a common nucleus of operative
26 fact, namely, Defendant's misleading conduct in connection with its ability to
27 competently administer the February 2025 California Bar Exam. Each instance of
28 harm suffered by Plaintiff and members of the Classes has directly resulted from a

1 single course of conduct. Therefore, individual questions, if any, pale in comparison
2 to the numerous common questions presented in this action.

3 46. Superiority: Because of the relatively small size of the claims of the
4 individual members of the Classes, no member of the Classes could afford to seek
5 legal redress on an individual basis. Furthermore, individualized litigation increases
6 the delay and expense to all parties and multiplies the burden on the judicial system
7 presented by the complex legal and factual issues of this case. Individualized
8 litigation also presents a potential for inconsistent or contradictory judgments. A
9 class action is superior to any alternative means of prosecution.

10 47. Typicality: The representative Plaintiff's claims are typical of those of
11 the proposed Classes, as all members of the proposed Classes are similarly affected
12 by Defendant's uniform unlawful conduct as alleged herein.

13 48. Adequacy: Plaintiff will fairly and adequately protect the interests of
14 the proposed Classes as her interests do not conflict with the interests of the members
15 of the proposed Classes she seeks to represent, and she has retained counsel
16 competent and experienced in class action litigation. The interests of the members
17 of the Classes will be fairly and adequately protected by Plaintiff and her counsel.

18 49. This lawsuit is maintainable as a class action under Federal Rule of
19 Civil Procedure 23, including Fed. R. Civ. P. Rule 23(b)(2), because Defendant
20 acted, or failed to act, on grounds generally applicable to Plaintiff and the proposed
21 Classes, supporting the imposition of uniform relief, both monetary and injunctive,
22 to ensure compatible standards of conduct toward the members of the Classes.

23 50. Plaintiff reserves the right to alter the definitions of the Classes as she
24 deems necessary at any time to the full extent that the Federal Rules of Civil
25 Procedure, the Local Rules of the United States District Court for the Central District
26 of California, and applicable precedent allow.

27 51. Certification of Plaintiff's claims for class-wide treatment is
28 appropriate because Plaintiff can prove the elements of her claims on a class-wide

basis using the same evidence as individual members of the Classes would use to prove those elements in individual actions alleging the same claims.

CLAIMS FOR RELIEF

FIRST CLAIM FOR RELIEF

Violation of California’s Consumers Legal Remedies Act (“CLRA”)

CAL. CIV. CODE § 1750, *et seq.*

(for the Classes)

52. Plaintiff repeats the allegations contained in paragraphs 1-38 above as if fully set forth herein.

53. Plaintiff brings this claim individually and on behalf of the Nationwide Class or, in the alternative, for the California Subclass.

54. Meazure Learning’s exam administration and proctoring services for the February 2025 California Bar Exam are “services” pursuant to California Civil Code § 1761(b). Further, Plaintiff and members of the Classes are consumers within the meaning of Cal. Civ. Code § 1761(d).

55. Cal. Civ. Code § 1770(a)(5) prohibits “[r]epresenting that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have . . .” By making the *Exam Administration Representation*, Meazure Learning represented that its exam administration services have characteristics which they do not possess (*i.e.*, that examinees would have the opportunity to take a competently administered exam). Therefore, Meazure Learning has violated section 1770(a)(5) of the CLRA.

56. Cal. Civ. Code § 1770(a)(9) prohibits “[a]dvertising goods or services with intent not to sell them as advertised.” By representing that examinees would have the opportunity to take a competently administered exam, but not intending to provide such services, Meazure Learning has violated section 1770(a)(9) of the CLRA.

57. At all relevant times, Meazure Learning knew or reasonably should have known that the *Exam Administration Representation* was false and deceptive,

1 and that Plaintiff and other members of the Classes would reasonably and justifiably
2 rely on it when paying the laptop fee. Nonetheless, Meazure Learning persisted in
3 making the *Exam Administration Representation* to deceive consumers into
4 believing that they will have the opportunity to take a competently administered
5 exam.

6 58. Plaintiff and members of the Nationwide Class and California Subclass
7 reasonably and justifiably relied on the *Exam Administration Representation* when
8 paying the laptop fee. Moreover, based on the materiality of Meazure Learning's
9 misleading and deceptive conduct, reliance may be presumed or inferred for Plaintiff
10 and members of the Classes.

11 59. Plaintiff and members of the Classes suffered injuries caused by
12 Meazure Learning because they would not have registered for the February 2025
13 California Bar Exam, or would not have paid the laptop fee, had they known that the
14 *Exam Administration Representation* was false.

15 60. Pursuant to Cal. Civ. Code § 1780(d), Plaintiff is filing a declaration of
16 venue, attached as **Exhibit 3** to this Complaint.

17 61. On March 13, 2025, a CLRA demand letter was sent to Defendant's
18 California registered agent and Virginia headquarters via certified mail (return
19 receipt requested), providing notice of Defendant's violations of the CLRA and
20 demanding that Defendant correct the unlawful, unfair, false and/or deceptive
21 practices alleged herein. If Defendant does not fully correct the problem for Plaintiff
22 and for each member of the Classes within 30 days of receipt, Plaintiff and the
23 Classes will seek all monetary relief allowed under the CLRA.

24 62. Plaintiff and members of the proposed Classes have no adequate
25 remedy at law and are therefore entitled to restitution, disgorgement, and/or the
26 imposition of a constructive trust to recover the amount of Defendant's ill-gotten
27 gains, and/or other sums as may be just and equitable.
28

SECOND CLAIM FOR RELIEF
Violation of California’s Unfair Competition Law
CAL. BUS. & PROF. CODE § 17200 *et seq.*
(*for the Classes*)

63. Plaintiff realleges Paragraphs 1-38 above as if fully set forth herein.

64. Plaintiff brings this claim individually and on behalf of members of the proposed Classes against Defendant.

65. The UCL prohibits “unfair competition,” which it defines to “mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising . . .” CAL. BUS. & PROF. CODE § 17200.

66. Under the UCL, a business act or practice is “unlawful” if it violates any established state or federal law. As detailed herein, Defendant’s false and misleading representations about its exam administration and proctoring services were and continue to be “unlawful” because they violate, *inter alia*, the FAL and the CLRA. On account of each of these violations of law, Defendant has also violated the “unlawful” prong of the UCL. As a result of Defendant’s unlawful business acts and practices, Defendant has unlawfully obtained money from Plaintiff and members of the Classes.

67. Under the UCL, a business act or practice is “unfair” if the Defendant’s conduct is substantially injurious to consumers, offends public policy, and is immoral, unethical, oppressive, and unscrupulous, as the benefits for committing such acts or practices are outweighed by the gravity of the harm to the alleged victims. Defendant’s conduct was and continues to be of no benefit to consumers of its services, as it is misleading, unfair, unlawful, and is injurious to consumers who rely on the *Exam Administration Representation*. Deceiving consumers to believe that they will have the opportunity to take a competently administered exam, when they will not, is of no benefit to consumers. Therefore, Defendant’s conduct was and continues to be “unfair.” As a result of Defendant’s unfair business acts and

1 practices, Defendant has unlawfully obtained money from Plaintiff and members of
2 the Classes.

3 68. Under the UCL, a business act or practice is “fraudulent” if it actually
4 deceives or is likely to deceive members of the consuming public. Defendant’s
5 conduct was and continues to be fraudulent because it has the effect of deceiving
6 consumers into believing that they will have the opportunity to take a competently
7 administered exam. Because Defendant misled Plaintiff and members of both
8 Classes, Defendant’s conduct was “fraudulent.” As a result of Defendant’s
9 fraudulent business acts and practices, Defendant has and continues to fraudulently
10 obtain money from Plaintiff and members of the proposed Classes.

11 69. Plaintiff requests that this Court cause Defendant to restore this
12 unlawfully, unfairly, and fraudulently obtained money to Plaintiff, and members of
13 the Classes, to disgorge the profits Defendant made on these transactions, and to
14 enjoin Defendant from violating the UCL or violating it in the same fashion in the
15 future as discussed herein. Otherwise, Plaintiff, and members of the Classes, may be
16 irreparably harmed and/or denied an effective and complete remedy if such an order
17 is not granted.

18 70. Plaintiff and members of the proposed Classes have no adequate
19 remedy at law and are therefore entitled to restitution, disgorgement, and/or the
20 imposition of a constructive trust to recover the amount of Defendant’s ill-gotten
21 gains, and/or other sums as may be just and equitable.

22 **THIRD CLAIM FOR RELIEF**

23 **Violation of California’s False Advertising Law**
24 **California Business & Professions Code § 17500, *et seq***
(*for the Classes*)

25 71. Plaintiff realleges Paragraphs 1-38 above as if fully set forth herein.

26 72. Plaintiff brings this claim individually and on behalf of the members of
27 the Classes against Defendant pursuant to California’s False Advertising Law
28 (“FAL”), Cal. Bus. & Prof. Code § 17500, *et seq*.

1 73. The FAL makes it “unlawful for any person . . . to make or disseminate
2 or cause to be made or disseminated before the public . . . [in] any advertising device
3 . . . or in any other manner or means whatever, including over the Internet, any
4 statement, concerning . . . personal property or services professional or otherwise, or
5 performance or disposition thereof, which is untrue or misleading and which is
6 known, or which by the exercise of reasonable care should be known, to be untrue
7 or misleading.” Cal. Bus. & Prof. Code § 17500.

8 74. Defendant has represented to the public, including Plaintiff and
9 members of the proposed Classes, through its deceptive representations, that they
10 will have the opportunity to take a competently administered exam. Because
11 Defendant has disseminated misleading information regarding its exam
12 administration services, and Defendant knows, knew, or should have known,
13 through the exercise of reasonable care, that the *Exam Administration*
14 *Representation* is false and misleading, Defendant has violated the FAL.

15 75. As a result of Defendant’s false advertising, Defendant has unlawfully
16 obtained money from Plaintiff and members of both Classes. Plaintiff therefore
17 requests that the Court cause Defendant to restore this fraudulently obtained money
18 to her and members of the proposed Classes, to disgorge the profits Defendant made
19 on these transactions, and to enjoin Defendant from violating the FAL or violating
20 it in the same fashion in the future as discussed herein. Otherwise, Plaintiff and
21 members of the proposed Classes may be irreparably harmed and/or denied an
22 effective and complete remedy.

23 76. Plaintiff and members of the proposed Classes have no adequate
24 remedy at law and are therefore entitled to restitution, disgorgement, and/or the
25 imposition of a constructive trust to recover the amount of Defendant’s ill-gotten
26 gains, and/or other sums as may be just and equitable.

FOURTH CLAIM FOR RELIEF
Quasi-Contract/Restitution/Unjust Enrichment
(for the Classes)

77. Plaintiff repeats the allegations contained in paragraphs 1-38 above as if fully set forth herein.

78. Plaintiff brings this claim individually and on behalf of the members of the Classes against Defendant.

79. As alleged herein, Defendant intentionally, recklessly, and/or negligently misrepresented information about its exam administration services. Plaintiff and members of the Classes have reasonably relied on the misleading representations. Plaintiff and members of the Classes have therefore been induced by Defendant's misleading representations about its exam administration services, and paid money for such services, when they otherwise would not have been willing to pay.

80. Plaintiff and members of the Classes have conferred a benefit upon Defendant, as Defendant has retained monies paid to it by Plaintiff and members of the Classes.

81. The monies received were obtained under circumstances that were at the expense of Plaintiff and members of the Classes – *i.e.*, Plaintiff and members of the Classes did not receive the full value of the benefit conferred upon Defendant because Defendant misrepresented its ability to competently administer the February 2025 California Bar Exam .

82. Therefore, it is inequitable and unjust for Defendant to retain the profit, benefit, or compensation conferred upon it without paying Plaintiff and members of the Classes back for the difference of the full value of the benefit compared to the value actually received.

83. As a direct and proximate result of Defendant's unjust enrichment, Plaintiff and members of the Classes are entitled to restitution, disgorgement, and/or the imposition of a constructive trust upon all profits, benefits, and other

1 compensation obtained by Defendant from its deceptive, misleading, and unlawful
2 conduct as alleged herein.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff, individually and on behalf of the members of the
5 Classes, respectfully requests the following relief:

6 A. certifying the proposed Classes under Federal Rule of Civil Procedure
7 23(a), (b)(2), and (b)(3), as set forth above;

8 B. declaring that Defendant is financially responsible for notifying the
9 members of the Classes of the pendency of this suit;

10 C. declaring that Defendant has committed the violations of law alleged
11 herein;

12 D. providing for any and all injunctive relief the Court deems appropriate;

13 E. awarding statutory damages in the maximum amount for which the law
14 provides;

15 F. awarding monetary damages, including, but not limited to, any
16 compensatory, incidental, or consequential damages in an amount that the Court or
17 jury will determine, in accordance with applicable law;

18 G. providing for any and all equitable monetary relief the Court deems
19 appropriate;

20 H. awarding punitive or exemplary damages in accordance with proof and
21 in an amount consistent with applicable precedent;

22 I. awarding Plaintiff her reasonable costs and expenses of suit, including
23 attorneys' fees;

24 J. awarding pre- and post-judgment interest to the extent the law allows;
25 and

26 K. providing such further relief as this Court may deem just and proper.
27
28

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff, on behalf of herself and the proposed Classes, hereby demands a trial
3 by jury on all claims so triable.

4 Date: March 17, 2025

Respectfully submitted,

5 **FARUQI & FARUQI, LLP**

6
7 By: /s/ Lisa T. Omoto

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